



675 North Washington Street, Suite 340  
Alexandria, VA 22314  
571.447.5000 Office  
mckeongrp.com

**The Embassy of the  
Kingdom of Saudi Arabia  
Letter of Engagement**

June 5, 2018

Re: Letter of Engagement

His Excellency Prince Khalid bin Salman bin Abdulaziz  
Embassy of the Kingdom of Saudi Arabia

Dear His Royal Highness Prince Khalid bin Salman bin Abdulaziz:

We are pleased to submit this formal letter of engagement outlining services and capabilities with The McKeon Group, Inc. ("MG" or "we") to represent The Embassy of the Kingdom of Saudi Arabia ("the Client") with a comprehensive government relations strategy and plan of execution. Specific issues to be addressed and services to be performed by MG will be communicated on a regular basis to MG as determined by the Client.

**Fees and Expenses:**

The fixed monthly fee to administer all government relations efforts with the full support of Chairman McKeon and the entire MG team is \$50,000 per month. MG will submit Activity Reports and an invoice for services rendered on the last day of each month. The first payment of this contract will be due upon execution of this letter of engagement. The fixed monthly fee will include any monthly expenses up to \$500. Any expenses in excess of \$500 must be pre-approved in writing and will be included in the monthly invoice to the Kingdom of Saudi Arabia.

Work under this contract will commence on January 1, 2018. The term of this agreement will be 12 months, beginning on January 1, 2018, until December 31, 2018, unless renewed in writing. Each of the Parties reserves the right to terminate this agreement upon 15 days' written notice, except that the Client may terminate this Agreement at any time effective immediately in the event that MG engages in conduct that may negatively impact MG's public image and, by association, the public image of the Client. Upon termination, the monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination and MG shall refund the Client for any advanced monthly or quarterly payments.

During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, MG will not perform any work or accept any engagement for another government or governmental entity, or for any other client whose interests or objectives may be adverse to the interests or objectives of the Client, without prior written approval by the Client.



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MG agrees to the following confidentiality provisions:

(a) MG shall use any information disclosed to MG by the Client under this Agreement solely for the purposes expressly contemplated by this Agreement. MG shall hold in strict confidence all Confidential Information (as defined in (b)) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, MG may disclose Confidential Information only to those members of its Staff who: (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by MG to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of MG's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of the Client, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning Client's operations. Confidential Information shall not, however, include any information that MG can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to MG by Client; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to MG by Client through no wrongful act, fault, or negligence, no action or inaction of MG; or (iii) is in the rightful possession of MG without confidentiality obligations at the time of disclosure by Client to MG as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from the Client, all information and analysis developed in connection with MG's Services, all MG work product, and all Confidential Information, is and shall remain the property of the Client and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Consultant shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of Client.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to MG or its Staff hereby. All information furnished to MG in connection with this Agreement (including any copies, notations, or assessments based on such information) and all MG work product shall be returned to the Client upon request, and automatically upon termination of this Agreement.

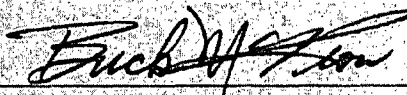


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(e) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, MG shall immediately inform the Client of all such proceedings so that the Client may attempt by appropriate legal means to limit such disclosure. In such case, MG shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

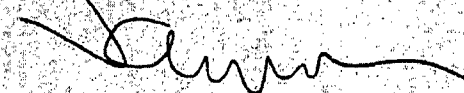
(f) MG acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to the Client for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), Client shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. MG shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which the Client may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by MG prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by MG concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

By: 

Howard P. "Buck" McKeon  
Chairman and CEO  
The McKeon Group, Inc.

Agreed to and accepted this 5 day of June, 2018.

By: 

SAMI AL-SADHAN DEPUTY CHIEF OF MISSION  
The Embassy of the Kingdom of Saudi Arabia

Agreed to and accepted this 18 day of July, 2018.